

DRAFT RFP

The Utah Inland Port Authority Request for Proposal April 24, 2019

INTRODUCTION

The Utah Inland Port Authority (the “Authority”) is an independent political subdivision of the State of Utah. The Inland Port Authority was created to engage with interested organizations and individuals to establish a strategic plan that maximizes economic and other benefits while maintaining a high quality of life.

An inland port development in Utah has been the subject of multiple studies and countless discussions in and around the Salt Lake City area for more than 40 years. The most recent efforts – a 2016 report by the Kem C. Gardner Institute and the [2017 Salt Lake County Global Trade and Investment Plan](#) – concluded that Utah has a number of favorable assets and some locational attributes that could support an advanced logistics-based inland port development.

With this renewed interest, in 2018 the Utah State Legislature considered the establishment of an inland port authority for the first time since the 1990s. During the 2018 legislative session, a bill was passed that established an inland port authority and designated the area in which such an authority would have jurisdiction. After some [amendments](#) in a 2018 interim session, the Utah Inland Port Authority and [its jurisdictional land boundary](#) was established on 16,147 acres of land in Salt Lake County’s Northwest Quadrant.

The Utah Inland Port area is one of the few remaining undeveloped areas of Salt Lake County. It sits at the intersection of two interstate freeways, major national railways, and an international airport which puts the area in high demand for expanding warehouse, distribution, and manufacturing. In addition, Utah’s population will nearly double in the coming decades, creating the need for more jobs and for greater ability to move people and goods.

It is completing the business planning documents that will include public engagement, scenario development, environmental stewardship and right-of-way planning to make the Utah Inland Port Authority ready to begin construction of logistics infrastructure for the Authority. At the completion of this work and to aid in the creation of it’s publicly mandated Business Plan, the Authority will be in need of a financial advisor to conduct impact analysis and modeling, forecast and track Revenue and Assessment assumptions as they relate to tax increment financing, in addition to all aspects of public finance needing for managing and issuing public debt instruments.



REQUEST FOR PROPOSAL

The Authority requests proposals for advisory services to obtain financing to plan, permit, construct and operate a publicly owned port located in the Northwest Quadrant of Salt Lake City. The Financial Advisor is required to be licensed as required by The U.S. Securities and Exchange Commission (SEC) and experience as a Municipal Advisor is advantageous.

The primary role of the Financial Advisor will be to facilitate impact analyses and modeling across available funding mechanisms for the Port. Developing innovative solutions to the Authority's funding requirements in order to achieve the most advantageous financing terms; Reviewing and making appropriate recommendations on financing and creating or assisting in the creation of financial analysis; Coordinating with and assisting employees and other agents and representatives of the Authority. In addition to exploring options of public-private partnership alternatives for infrastructure.

This is a Qualifications/Experience-Based selection process. Qualifications, proposals and pertinent experience will be reviewed during the RFP evaluation. After evaluation, the selection committee may request in-person interviews or may select the successful candidate based on the written submission alone. The selection committee reserves the right to negotiate contract costs and terms after the selection process is completed and to waive formatting and component requirements

It is contemplated that arrangements with other public sector and private sector partners will be made in order to share risks and bring needed expertise to various portions of proposed projects.

The initial contract period is expected to be from May 2019 through May 2024 although the Authority retains the right to solicit additional proposals for advisory services at any time solely upon its determination and discretion. The Financial Advisor selected pursuant to this Request for Proposal (the "RFP") shall serve at the pleasure of the Authority and the professional services may be terminated with or without cause or at the convenience at the sole discretion of the Authority at any time for any reason or no reason at all.

Separate RFPs will be issued for services such as bond issuance, logistics consulting, and other required professional services.

Detailed Scope of Services The majority of the services (all of which will be on an as requested basis) expected to be provided by the Financial Advisor will be related to the Authority's Northwest quadrant project will include, but are not limited to, any and all of the following:

A) Coordinate with the Authority's Public Outreach and Business Planning Consultants to create financial analysis of the Utah Inland Port project, including revenue generation.



- B) Timely help the Authority to obtain grants/appropriations, both public and private, both state and federal, to plan, construct, and operate the port.
- C) Timely help the Authority to obtain financing to plan, construct and operate the port on the most advantageous terms
- D) Advise the Authority on creative sources of funding for the railway, both governmental, such as RRIF, and from the private sector.
- E) Attending meetings or performing other tasks including any other services necessary, customary, or incidental to the capital financing of a port.
- F) Providing financial recommendations on whether the Authority should proceed with public/private or public/public undertakings.

FORMAT / SELECTION TEAM / EVALUATION CRITERIA

The proposal shall consist of the four sections listed below. Each section will be reviewed and assigned a point score not to exceed those shown below. The selected firm will be the one with the highest overall point score. A short list of firms may be invited to interview for this project if scores are close, but the Authority is not required to do so. The Authority reserves the right to reject any and all proposals. No compensation will be provided to consultants preparing proposals for the project. Evaluation of the proposals will be made by an Authority-appointed committee or staff directed by the committee, that will evaluate and score the proposals in accordance with the criteria specified below. The Authority reserves the right to extend the evaluation process by selecting a shortlist of two or more of the highest ranked firms to provide oral presentations. If oral presentations are required, the selected firms will be provided with additional information about the format, length, content, and scoring to be used.

SECTION EVALUATION CRITERIA MAXIMUM POINTS

- 1 Rail Financial Advisor Lead 30
- 2 Team Member Qualifications 30
- 3 Experience Financing Rail Projects 30
- 4 Cost 10



PROPOSAL CONTENT

The Proposal must contain all the information identified in the RFP Summary and Guidelines for Preparing the Proposal (refer to Attachment A).

Proposal Deadline The proposals shall be received electronically before noon on Wednesday, May 8, 2019.

Proposal Delivery Please address electronic (pdf) proposals to: Nick Tarbet. Faxed proposals will not be accepted. Each Consultant team should submit only one (1) combined proposal.

NUMBER OF COPIES

Submit one (1) electronic copy of the Proposal.

Pages Number pages sequentially at the bottom right corner of each page. Limit the number of pages to 30 pages (not including the Introductory Letter). Pages exceeding the 30-page limit will not be evaluated. Resumes of key personnel will not be counted toward the page limit.

Proposal pages shall be 8.5" x 11". Maps and technical diagrams may be 11"x17". Graphics may be shown in color.

DISCLOSURE AND DISPOSITION

Once submitted, the proposal(s) becomes the property of the Authority, are treated as public documents, and disposed of according to Authority policies including the right to reject any and all proposal(s).

Proposals shall be open to public inspection according to Authority policies. The Consultant may request in writing the non-disclosure of trade secrets and other proprietary data, if so identified. Upon request from the Consultant, the Authority's Executive Director will examine the proposal to determine the requests validity prior to award of the contract. If the Authority's Executive Director disagrees with the Consultant's request, the Authority Executive Director will inform the consultant in writing which portion of the proposal will need to be disclosed. At that time, the Consultant will have opportunity to withdraw their proposal. Otherwise, the data will be disclosed.

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INSURANCE REQUIREMENTS FOR ALL CONTRACTS WITH THE AUTHORITY



The Consultant will be required to provide:

General Liability & Automobile: \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$5,000,000 liability umbrella policy.

Valuable Papers & Electronic Media: \$250,000 or value adequate to reproduce media.

Professional Liability: \$10,000,000

ATTACHMENT A Guidelines for Preparing the Proposal

INTRODUCTION

These guidelines were developed to standardize the preparation of proposals by consultants for operations and maintenance plans. The purpose for these guidelines is to assure consistency in format and content of proposals that are prepared by consultants and submitted to the Seven County Infrastructure Authority. The Proposal should contain the following information in the order listed.

Introductory Letter - No Points

Section #1 – Rail Financial Advisor Lead - 30 Points

Section #2 – Team Member Qualifications - 30 Points

Section #3 – Experience - 30 Points

Section #4 – Cost - 10 Points

Note: All submittals must be clear, concise and in recommended format, so the proposals can be evaluated in an efficient and objective manner by the designated Review Team. The five (5) sections in all proposals should be tabbed for easy reference



(#1, #2, #3, #4). Statements not tabbed or otherwise labeled will receive a three-point penalty.

INTRODUCTORY LETTER

The Introductory Letter should be addressed to:

Nick Tarbet
451 South State Street, Room 304
PO Box 145476
Salt Lake City Utah, 84114

This one-page letter should contain an expression of the consultant's interest in the work, a statement regarding the qualifications of the consultant to do the work, and any summary information on the project team or the consultant that may be useful or informative to the Seven County Infrastructure Authority.

The introductory letter should include the mailing address, e-mail address, and phone number of the primary contact person. Certify that the information in the proposal is true and complete. The introductory letter shall be signed by an authorized representative(s) of your organization.

The introductory letter does not count as one of the 30 pages. Begin page numbering with the first page in Section #1.

SECTION 1 FINANCIAL ADVISOR LEAD:

Describe the qualifications, experience, capability, availability, and contact phone number and email address of the lead advisor that would be available for and assigned to assist with this consultation. Describe any unique qualifications he/she may bring to this consultation. Resumes may be included. Provide a spreadsheet list of similar or pertinent projects or public/private partnership projects each member may have participated in or completed during the last (10) ten years. The spreadsheet should include the following: • Name of individual and year • Type of project, its name and location • Project description, including public/private cooperation • Project cost and funding sources obtained • Project timeline, and if successfully executed by the original completion date • Services performed and value added by individual/firm • Client reference contact and telephone number • Statement of applicability

SECTION 2 TEAM MEMBER QUALIFICATIONS:



Describe the qualifications, experience, capability, and availability of each of the key members of the team that would be available for and assigned to assist with this consultation. Describe any unique qualifications he/she may bring to this consultation, including experience with and commitment to both urban and rural communities. Resumes may be included. Provide a spreadsheet list of similar or pertinent projects or public/private partnership projects each member may have participated in or completed during the last (10) ten years. The spreadsheet should include the following: • Name of individual and year • Type of project, its name and location • Project description, including public/private cooperation • Project cost and funding sources obtained • Project timeline, and if successfully executed by the original completion date • Services performed and value added by individual/firm • Client reference contact and telephone number • Statement of applicability

SECTION 3 EXPERIENCE:

If prior experience and examples of approach and methodology to analyze and identify feasible projects and obtain permits, and public and/or private funding to plan, permit, construct and operate such projects is not included in the above responses, please include in Section 4 response. Explain experience helping clients obtain sufficient shipping contracts to help fund rail.

SECTION 4 COST:

Fees for Rail Financial Advisory services and when and how those fees will be charged should be included.

I. RFP CONTACT

The INLAND PORT AUTHORITY is the issuer of this RFP and any subsequent addenda to this RFP. Inquiries regarding this RFP should be directed, in writing by email, to:

Nick Tarbet

Email: admin@utahinlandport.org

I. QUESTIONS

Questions about or requests for clarification of the RFP must be submitted by email to Nick Tarbet on or before 12:00 noon MDT on Wednesday, May 8, 2019. The AUTHORITY will provide responses to substantive questions and responses to requests for clarification in the form of an addendum to this RFP.



II. ADDENDA

- a. All addenda to this RFP, including answers to questions provided by addendum, will be posted on the Utah Inland Port Authority website at: www.utahinlandport.org/financialadvisorrrfp
Click on “Publications” and then “Requests for Proposals and Legal Notices.”
- b. Addenda and notifications of addenda are not required to be provided in any other manner. All RESPONDERS, potential RESPONDERS, and other interested persons are required to check the website on a regular basis in order to receive notice of or a copy of any addendum.
- c. The AUTHORITY may attempt, but is not required, to provide email notification of an addendum to any person who sends a request to receive notification to: Nick Tarbet

III. DEFINITIONS

As used in this RFP:

- d. “AUTHORITY” means the Utah Inland Port AUTHORITY, created by Utah Code Section 11-58-102.
- e. “CONSULTANT” means the person whose proposal submitted in response to this RFP is selected for an award of a contract to provide CONSULTING SERVICES and who enters into a contract with the AUTHORITY to provide CONSULTING SERVICES.
- f. “CONSULTING SERVICES” means services for the purposes stated and in accordance with and as described in Sections I and VII.
- g. “GOED” means the Governor’s Office of Economic Development, created in Utah Code Section 63N-1-201.
- h. “LEGISLATURE” means:
 - i. the Utah Legislature, including the Utah House of Representatives and the Utah Senate;
 - ii. the members, staff, and employees of the Utah State Legislature, the Utah House of Representatives, or the Utah Senate; and
 - iii. staff offices of the Utah Legislature, the Utah House of Representatives, or the Utah Senate, and employees of those staff offices.



- i. "MDT" means Mountain Daylight Time.
- j. "RESPONDER" means a person who submits a proposal in response to this RFP and, in the case of the person who is awarded a contract pursuant to this RFP, includes the CONSULTANT.
- k. "RESPONSIBLE" means being capable, in all respects, of:
 - i. meeting all the requirements of this RFP; and
 - ii. fully performing all the requirements of the contract resulting from the RFP, including being financially solvent with sufficient financial resources to perform the contract.
- l. "RESPONSIVE" means conforming in all material respects to the requirements of this RFP.
- m. "RFP" means this request for proposals issued by the AUTHORITY, No. PMDC 2016-01.

IV. PROTECTED INFORMATION

Protection or disclosure of information submitted in response to this RFP is governed by applicable provisions of the Utah Code, including Title 63G, Chapter 2, Government Records Access and Management Act. A RESPONDER who desires to request protected status of any information submitted in the response must specifically identify the information that the RESPONDER desires to protect and the reasons that the information should be afforded protected status under the law. In making this request, the RESPONDER shall comply with the requirements of Utah Code Section 63G-2-305, Utah Code Section 63G-2-309, and all other applicable requirements of law. The AUTHORITY's decision regarding the protected status of information shall be final and binding on the RESPONDER. Each RESPONDER shall indemnify, defend, and hold forever harmless the AUTHORITY and the LEGISLATURE from any and all liability relating to the disclosure of information included in the RESPONDER's response to this RFP, even if the RESPONDER requested protected or other confidential status for the information. Attempts to designate an entire proposal, or large portions of a proposal, as protected will not be honored. Attempts to protect information relating to cost will also not be honored.

V. MODIFICATIONS TO, OR WITHDRAWAL OF, RESPONSE

A RESPONDER may modify or withdraw the RESPONDER's proposal, at any time before the closing date and time for submitting a proposal, by providing a written modification



or a written statement withdrawing the proposal to the RFP contact. Modifications or letters of withdrawal received by the RFP contact after the closing date and time for submitting a proposal will be rejected as invalid. The version of a response to this RFP, as it exists at the closing date and time for submitting a proposal, will be binding on the RESPONDER.

VI. COST OF RESPONDING TO RFP AND CONTRACT NEGOTIATIONS

- n. All expenses relating to responding to this RFP, including preparing, submitting, and presenting a proposal, attending meetings or interviews in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the RESPONDER. The AUTHORITY assumes no liability for any costs incurred by a RESPONDER in responding to this RFP.
- o. All expenses of the successful RESPONDER relating to conducting contract negotiations, including drafting, research, legal review, preparation, attending meetings, site visits, travel, dining, lodging, and communication expenses will be borne by the RESPONDER. The AUTHORITY assumes no liability for any costs incurred by a RESPONDER relating to contract negotiations.
- p. RESPONDER will not bill for any effort that was expended or expense that was incurred prior to the time that the contract is signed by all parties.

VII. MISCELLANEOUS RESERVATION OF RIGHTS

The AUTHORITY reserves the right not to award a contract to any of the RESPONDERS who respond to this RFP, to cancel this RFP at any time, or to issue a new RFP for the same or similar services.

VIII. RESTRICTIONS ON PUBLICITY

A successful RESPONDER may not, without the prior written approval of the AUTHORITY, do any of the following:

- q. Make any announcement regarding the award of the contract relating to this RFP.
- r. Refer to the AUTHORITY, the LEGISLATURE, or GOED, or use any data, pictures, or other representation of the AUTHORITY, the LEGISLATURE, or GOED in its advertising, marketing, or other promotional efforts.

IX. GOVERNING LAW



This RFP is subject to and shall be construed and governed according to the laws of the state of Utah, including Utah Code Title 63G, Chapter 6a, Utah Procurement Code.



ATTACHMENT A

STANDARD TERMS AND CONDITIONS

In addition to the terms and conditions included in the RFP, the following terms and conditions will be included in the agreement between the CONSULTANT and the AUTHORITY:

1. TERMINATION

- 1.1. This AGREEMENT may be terminated for cause by CONSULTANT in advance of the specified termination date, upon the CONSULTANT giving written notice of the AUTHORITY's default. The AUTHORITY will be given (30) thirty working days after notification to correct and cease the violations, after which, if the violations are not corrected or ceased, the contract may be terminated for cause.
- 1.2. The AUTHORITY may terminate this AGREEMENT at any time when the AUTHORITY is not satisfied with the CONSULTANT or the CONSULTING SERVICES provided.
- 1.3. The following terms will survive termination of the AGREEMENT: (to be specified before the AGREEMENT is signed).

2. DEFAULT AND REMEDIES

If CONSULTANT breaches this AGREEMENT, the AUTHORITY may do one or more of the following:

- 2.1. Exercise any remedy provided by law; or
- 2.2. Suspend CONSULTANT from receiving future bid/proposal solicitations.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

- 3.1. CONSULTANT is an independent contractor and, except as expressly authorized by this AGREEMENT or by the AUTHORITY, is not authorized, expressly or by implication, to bind the LEGISLATURE, the State of Utah, the AUTHORITY, GOED, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, the AUTHORITY, or GOED to any agreement, settlement, liability, or understanding or to perform any act as agent for the LEGISLATURE, the State of Utah, the AUTHORITY, GOED, or any member, office, officer, department, agent, official, or employee of the LEGISLATURE, the State of Utah, the AUTHORITY, or GOED.
- 3.2. Except as otherwise expressly provided in this AGREEMENT, CONSULTANT is solely



responsible to pay for all of CONSULTANT's expenses and to pay each employee or subcontractor of CONSULTANT all salary, wages, payments, expenses, fees, taxes, costs, insurance, and benefits of any kind relating to an employee or subcontractor of CONSULTANT.

4. ASSIGNMENT PROHIBITED

CONSULTANT may not assign this AGREEMENT or any duty or benefit relating to this AGREEMENT without the prior written permission of the AUTHORITY.

5. GOVERNING LAW

This AGREEMENT shall be construed in accordance with, and governed by, the laws of the State of Utah, without reference to principles governing choice or conflict of laws. The parties will submit to the jurisdiction of the courts of the State of Utah any dispute arising out of this AGREEMENT or the breach of this AGREEMENT. Venue shall be in Salt Lake City, Utah, in the Third Judicial District Court for Salt Lake County.

6. EQUAL OPPORTUNITY

CONSULTANT agrees to abide by the provisions of:

- 6.1. Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. Sec. 2000e), which prohibit discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin;
- 6.2. Executive Order 11246, as amended, which prohibits discrimination on the basis of sex;
- 6.3. 45 C.F.R. 90, which prohibits discrimination on the basis of age;
- 6.4. Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, as applicable, which prohibit discrimination on the basis of disabilities; and
- 6.5. Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace.

7. INCORPORATION OF PROVISIONS OF RFP AND RESPONSE TO RFP

The provisions of the RFP, including all addenda to this RFP, and CONSULTANT's response to this RFP, are hereby incorporated into this AGREEMENT by reference. If any conflict exists between the RFP, CONSULTANT's response to this RFP, and this AGREEMENT, the terms and conditions of the following shall prevail in the following order of preference:



7.1. this AGREEMENT;

7.2. the RFP;

7.3. CONSULTANT's response to the RFP.

8. LAWS AND REGULATIONS

CONSULTANT and any and all hardware, software, supplies, services, equipment, and construction proposed or furnished under this AGREEMENT shall comply fully with all applicable federal and state laws and regulations.

9. PATENTS, COPYRIGHTS, ETC.

CONSULTANT releases and shall protect, indemnify, and hold harmless the AUTHORITY, the LEGISLATURE, GOED, and the State of Utah from liability of any kind or nature relating to CONSULTANT's use or provision of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in the performance of this AGREEMENT.

10. RECORDS ADMINISTRATION

CONSULTANT shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to CONSULTANT for costs authorized by this AGREEMENT. CONSULTANT shall retain these records for at least four years after the AGREEMENT terminates. CONSULTANT agrees to allow state and federal auditors and legislative staff access to all the records relating to this AGREEMENT, for audit, for inspection, and for the monitoring of services. Such access will be during normal business hours, or by appointment.

11. CONFLICT OF INTEREST

CONSULTANT certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the AUTHORITY or the LEGISLATURE to secure favorable treatment with respect to being awarded this contract.

12. DEBARMENT

CONSULTANT certifies that neither CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this AGREEMENT by any governmental department or agency. CONSULTANT



will notify the AUTHORITY within 30 days if debarred by any governmental entity during the term of this AGREEMENT.

13. INDEMNITY CLAUSE

CONSULTANT releases, protects, defends, indemnifies, and holds harmless the AUTHORITY, the LEGISLATURE, and GOED from and against any damage, cost, or liability, including reasonable attorney fees for any and all injuries to persons or property, or claims for money damages, arising from acts or omissions of the CONSULTANT and the CONSULTANT's employees, subcontractors, and volunteers.

14. NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, CONSULTANT acknowledges that the AUTHORITY cannot contract for the payment of funds not yet appropriated. The AUTHORITY may, without penalty or liability of any kind, terminate this AGREEMENT by providing 30 days' written notice to CONSULTANT that this AGREEMENT is terminated due to the non-appropriation of funds. If this AGREEMENT is terminated under this provision, the AUTHORITY will pay all amounts due to CONSULTANT through the date of termination and will not be liable for any future commitments, penalties, or damages of any kind.

15. FORCE MAJEURE

Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war that is beyond that party's reasonable control. The AUTHORITY may terminate this AGREEMENT after determining that such delay or default will prevent successful performance of the contract.

16. MERGER

This AGREEMENT constitutes the entire agreement between the parties with respect to the subject matter contained in this AGREEMENT. There are no covenants, terms, or conditions, express or implied, written or unwritten, that govern the subject matter of this AGREEMENT, except as expressly described in this AGREEMENT. This AGREEMENT supersedes all prior agreements between the parties relating to all or part of the subject matter contained in this AGREEMENT.

17. MODIFICATION OF AGREEMENT

This AGREEMENT may be modified only in a written document signed by the AUTHORITY chairs (or such other person certified as having the authority to bind the AUTHORITY), on behalf of the AUTHORITY, and CONSULTANT's agent (or such other person certified as



having the authority to bind CONSULTANT), on behalf of CONSULTANT.

18. AUTHORITY TO BIND

CONSULTANT and the person who signs this AGREEMENT on behalf of CONSULTANT represent that the person who signs this AGREEMENT has the authority to bind CONSULTANT, and does, by signing this AGREEMENT, bind CONSULTANT to the terms and conditions of this AGREEMENT.

19. PUBLIC INFORMATION

This AGREEMENT and documents relating to this AGREEMENT are subject to release in accordance with Utah Code, Title 63G, Chapter 2, Government Records Access and Management Act.

20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this AGREEMENT is illegal and void does not affect the legality and enforceability of any other provision of this AGREEMENT, unless the provisions are mutually dependent.

